

City of Glendale - C-4601

AG Contract No. KR02-1129TRN
ADOT ECS File No. JPA 02-87
Project: SR 101L Agua Fria Freeway
Section: Union Hills-75th Ave
(Upsizing of Wall Foundations)
5-Year Item No : 72303 & 73303

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 13 November, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Adjacent to the State's existing Agua Fria Freeway (101L) between Union Hills Drive and 75th Ave. the City is constructing a Noise Wall project along the State's East right of way, by permit from the State at City expense. The State requires that the City's project include provisions for up-sizing the wall foundations to accommodate an additional four feet of wall height, to allow for possible future noise mitigation requirements, estimated at \$354,949.00 as shown on Exhibit "A", attached hereto and made part hereof, all at State's expense, herein referred to as the "Project". The purpose of this agreement is to define each parties responsibilities for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25623
Filed with the Secretary of State
Date Filed: 11/13/02
Betsy Bayless
Secretary of State
By: William D. Heuerwald

II. SCOPE OF WORK**1 The State will:**

a. Upon receipt of invoice from the City, will remit to the City \$354,949.00, as shown on Exhibit "A", the estimated cost of the Project, which includes a fixed rate of 14% for construction engineering and administration. The estimated amount of \$354,949.00 shall be considered full and final payment for the Project.

b. Review all contract modifications to the City's project, as it relates to the Project defined herein, and provide comments accordingly. The State will not be responsible for any contract modifications without prior approval.

c. Ensure permit requirements are met by the City's project.

d. Participate in the final inspection and completion of the project and will concur as appropriate.

e. Be responsible for the structural integrity of the wall.

f. Be responsible for control of graffiti and painting the freeway side of the wall.

2 The City will:

a. Invoice the State \$354,949.00 as shown on Exhibit A, the estimated cost of the project which includes a fixed rate of 14% for construction engineering and administration. The estimated amount of \$354,949.00 shall be considered full and final payment for the Project.

b. Inform the State of any contract modifications to the City's project and obtain concurrence from the State.

c. Comply with all requirements of the State's permit for the City project. All requests for permits shall be made through the State's Phoenix Maintenance District Office.

d. Include the State in final inspection and obtain concurrence upon completion of the City's project.

e. Be responsible for control of graffiti and painting of the wall on the neighborhood side of the wall.

3. The parties hereto agree that if the Project is cancelled by the City prior to construction, the City will be responsible for all costs associated with the design and the design administration portion of the Project, up to the point of cancellation.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Glendale
City Engineer
5850 West Glendale Avenue
Glendale, AZ 85301


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLENDALE

By 
City Manager

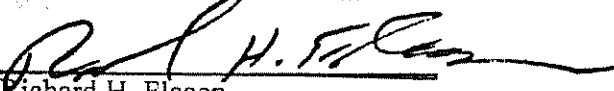
STATE OF ARIZONA
Department of Transportation

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By 
PAMELA OLIVEIRA
City Clerk

APPROVED AS TO FORM:


Richard H. Flaaen
City Attorney

CC: Ron McCally MD 614E

02-087-VPM-Glendale
05AUG2002

RESOLUTION

BE IT RESOLVED on this 18th day of June, 2002 that I, the undersigned VICTOR M MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an intergovernmental agreement with CITY OF GLENDALE, for the purpose of defining responsibilities in the construction and maintenance of the City's Noise Wall project along the east right of way of the Agua Fria Freeway (101L) and the State's requirement, that the City's project include provisions for up-sizing the wall foundations to accommodate an additional four feet of wall height, to allow for possible future noise mitigation requirements

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'David R. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E. Assistant State Engineer
Engineering Technical Group
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 3607 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF GLENDALE'S NOISE WALL PROJECT ALONG THE EAST RIGHT-OF-WAY OF THE AGUA FRIA FREEWAY (LOOP 101) BETWEEN UNION HILLS DRIVE AND 75TH AVENUE IN THE CITY OF GLENDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

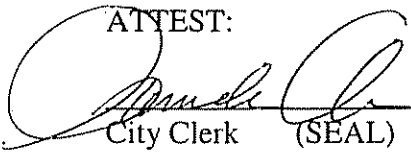
SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (JPA 02-87) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

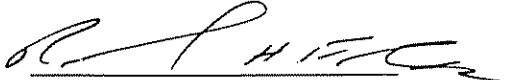
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of September, 2002.


MAYOR

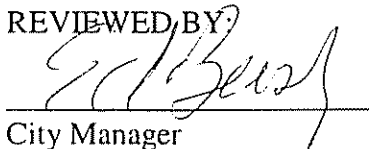
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

JPA 02- 87

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 20th day of SEPTEMBER, 2002.

A handwritten signature in black ink, appearing to read "R. P. H. E. L.", is written over a horizontal line.

Attorney

EXHIBIT A
(JPA 02-87)

Loop 101 Wall Foundations (Up-Sizing)
Union Hills-75th Ave.
East side

PROJECT COST ESTIMATE
Costs for foundation Up-Sizing

<u>ITEM</u>	<u>ESTIMATED COST</u>
CONSTRUCTION Costs:	
Additional Steel	\$ 6,143.00
Additional Concrete	\$305,216.00
Sub-Total	\$311,359.00
C & E (at 14% Estimated Construction Cost)	\$ 43,590.00
TOTAL ESTIMATED COSTS	\$ 354,949.00



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680
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MAIN PHONE : (602) 542-1680
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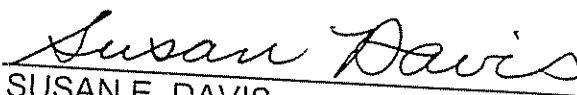
**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR02-1129TRN (JPA 02-87), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 5, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.